Supreme Court, U.S.
FILED

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NO. _____

IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM 1998

RONALD HECKMAN,
PETITIONER

V.

UGI UTILITIES INC.
RESPONDENT

ON PETITION FOR WRIT OF
CERTIORARI TO SUPERIOR
COURT OF PENNSYLVANIA

PETITION FOR WRIT OF CERTIORARI

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84 pp

QUESTIONS PRESENTED

1. SHOULD THE JUDGEMENT IMPOSED AGAINST PETITIONER BE REVERSED BECAUSE THE 14TH AMENDMENT TO THE CONSTITUTION PROHIBITED PENNSYLVANIA FROM PASSING A LAW WHICH IMPAIRED THE OBLIGATION OF PETITIONER'S CONTRACTS (LEASES WITH HIS RENTERS)?

2. DID THE PENNA. COURTS DENY PETITIONER DUE PROCESS OF LAW BY REFUSING TO ALLOW HIS DEFENSIVE ISSUES CONCERNING OTHER PENNA. LAWS, WHICH RENDERED RESPONDENTS CLAIM AS UNCONSTITUTIONAL/UNENFORCEABLE DUE TO PETITIONER'S 14th AMENDMENT RIGHT OF EQUAL PROTECTION OF LAW ?

3. SINCE NO CONTRACT WAS EVER SHOWN OR PROVED SHOULD THE JUDGEMENT BE REVERSED BECAUSE SUCH A BREACH OF CONTRACT DECLARATION VIOLATES PETITIONER'S GUARANTEE OF EQUAL PROTECTION UNDER THE 14TH AMENDMENT.

4. DID THE PENNA COURTS VIOLATE THE PETITIONER'S DUE PROCESS OF LAW 14th AMENDMENT CONSIITUTIONAL GUARANTEE WHEN INSISTING THE BURDEN OF PROOF RESTED WITH THE PETITIONER DEFENDING A LAW THAT IS VAGUE AND STANDARDLESS?

PARTIES TO THE PROCEEDINGS

RONALD L. HECKMAN IS AN INDIVIDUAL AND A NATURAL BORN CITIZEN OF THE UNITED STATES OF AMERICA AND UGI UTILITIES INC. IS A PUBLIC UTILITY CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA.

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56.97 title 66 Pa. C.S. 4,22

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1951 April 6, D1, 69, apt V. OA 504-a added 1974 Dec 10, P.L. 825 No. 274 12 3,19

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NOTIFICATION TO AUTHORITIES

PETITIONER NOTIIED PENNSYLVANIA ATTORNEY GENERAL BY CERTIFIED MAIL ON OCTOBER 22, 1998 AND AGAIN ON DATE OF FILING THIS CORRECTED PETITION OF THIS PETITION WHICH INCLUDES A CONSTITUTIONAL CHALLANGE TO STATUTE 1529.1 OF PA PUBLIC UTILTITY CODE.

PETITION FOR WIT OF CERTIORI

RONALD HECKMAN RESPECTFULLY PETITIONS FOR A WRIT OF CERTIORI TO REVIEW THE JUDGEMENTS OF THE PENNSYLVANIA APPEALS COURT AND THE PENNSYLVANIA TRIAL COURT IN THIS CASE.

OPINIONS BELOW

THE OPINION OF THE PENNSYLVANIA APPEALS COURT (App.,infra,1-12) IS UNREPORTED. THE OPINION OF THE PENNSYLVANIA APPEALS COURT DENYING REHEARING (App.,infra 13)IS UNREPORTED. THE OPINION OF THE PENNSYLVANIA TRIAL COURT (App.,infra 14-25) IS UNREPORTED. THE OPINION OF THE PENNSYLVANIA SUPREME COURT DENYING HEARING (App.,infra 26) IS UNREPORTED. THE OPINION OF THE PENNSYLVANIA SUPREME COURT DENYING REHEARING (App.,infra 26) IS UNREPORTED.

JURISDICTION

THE PENNSYLVANIA SUPREME COURT ENTERED ITS JUDGEMENT ON APRIL 20, 1998 (App.,infra, 26). PENNSYLVANIA SUPREME COURT DENIED PETITIONER'S REQUEST FOR A REHEARING ON JUNE 5,1998 (App.,infra, 26). TIMELY APPLICATION OF A WRIT OF CERTIORARI WAS FILED SEPTEMBER 3,1998 TO THE

UNITED STATES SUPREME COURT AND AN EXTENSION OF TIME TO FILE CORRECTIONS TO THE PETITION FOR A WRIT OF CERTIORARI WAS GRANTED TO PETITIONER ON OCTOBER 21,1998 FOR 60 DAY PERIOD.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

THIS CASE INVOLVES THE U.S.CONST. AMEND. XIV,SECTION 1. FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION WHICH PROVIDES IN PERTINENT PART: THAT ALL PERSONS BORN OR NATURALIZED IN THE UNITED STATES, AND SUBJECT TO JURISDICTION THEREOF, ARE CITIZENS OF THE UNITED STATES AND OF THE STATE WHEREIN THEY RESIDE. NO STATE SHALL MAKE OR ENFORCE ANY LAW WHICH SHALL ABRIDGE THE PRIVILEDGES OR THE IMMUNITIES OF THE UNITED STATES: NOR SHALL ANY STATE DEPRIVE ANY PERSON OF LIFE, LIBERTY, OR OF PROPERTY, WITHOUT DUE PROCESS OF LAW: NOR DENY ANY PERSON WITHIN ITS JURISDICTION THE EQUAL PROTECTION OF THE LAWS.

P.S. CONST. ART. 1.17 STATES

> OUR CONSTITUTION EXPRESSLY PROVIDES THAT NO LAW IMPAIRING THE OBLIGATION OF CONTRACTS MUST BE PASSED.

1951, APRIL 6, D1 69, APT V-OA 504-A ADDED
1974 DEC 10 P.L.825 NO. 274 12 THE INTENT
OF THIS ARTICLE IS TO INSURE THAT THE
LANDLORD MAY IN NO WAY RESTRICT A
TENANT'S RIGHT TO PURCHASE GOODS,
SERVICES, AND THE LIKE FROM A
SOURCE OF TENANT'S CHOOSING AND
AS A CONSEQUENCE ANY PROVISIONS
IN A WRITTEN AGREEMENT ATTEMPTING
TO LIMIT THE RIGHT SHALL BE VOID
AND UNENFORCEABLE BY THE COURTS
OF THIS COMMONWEALTH.

U.S.PA 1966 STATES THAT
A LAW FAILS TO MEET DUE PROCESS
CLAUSE IF IT IS SO VAGUE AND
STANDARDLESS AS TO IT'S CONDUCT
IT PROHIBITS OR LEAVES JUDGES
AND JURORS FREE TO DECIDE WITHOUT
LEGAL FIXED STANDARDS WHAT IS
PROHIBITED AND WHAT NOT IN EACH PART
WEST PA DIGEST 2nd 253 (1)

451-457 TITLE 68 PA.C.S. WAS
DECLARED UNCONSTITUTIONAL
VOID AND UNENFORCEABLE.

1521 TITLE 66 PA.C.S. DEFINES
TENANT AS ONE WHO HAS UTILITY
SERVICE INCLUDED AS PART RENT

56.16 TITLE 66 PA. C.S. STATES
NO TRANSFER OF ACCOUNTS ARE
ALLOWED FROM A RATEPAYER TO
A NON RATEPAYER

1501 TITLE 66 PA. C.S. NOTE 22 STATES UNDER PUBLIC UTILITY REGULATIONS COMMON PLEAS COURT IS NOT THE PROPER FORUM OF A PLAINTIFF

1502 TITLE 66 PA. C.S. CLEARLY DISALLOWS DISCRIMINATION IN SERVICE IN THAT NO PUBLIC UTILITY SHALL AS TO SERVICE MAKE OR GRANT ANY UNREASONABLE OR ADVANTAGE TO ANY PERSON TO ANY UNREASONABLE PREJUDICE OR DISADVANTAGE

56.97 TITLE 66 PA. C.S. CLEARLY OBLIGATES THE UTILITY TO RENDER GOOD FAITH AND FAIR JUDGEMENT IN ENTERING REASONABLE SETTLEMENTS WITH THE PUBLIC ON DISPUTES

102 TITLE 66 PA. C.S. STATES DEFINATIONS SUBJECT THE UTILITY CODE AND ALL ITS STATUTES TO ADDITIONAL DEFINATIONS CONTAINED IN SUBSEQUENT PROVISIONS OF THIS PART WHICH ARE APPLICABLE TO SPECIFIC PROVISIONS OF THIS PART, THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS PART SHALL HAVE, UNLESS THE CONTENT CLEARLY INDICATES OTHERWISE, THE MEANINGS GIVEN TO THEM IN THIS SECTION.

STATEMENT OF THE CASE

NOVEMBER 19,1993 RESPONDENT WROTE PETITIONER THAT HE IS LIABLE FOR ALL GAS SERVICE BILLS PROVIDED TO PREMISES SINCE OCTOBER 3,1993. THIS SAME DAY RESPONDENT WROTE THE RENTER THAT THIS RATEPAYER OF 7 YEARS WILL NO LONGER NEED TO PAY FOR GAS BILLS AND THAT THE PETITIONER CAN NOT CHARGE THE RENTER FOR GAS, CAN NOT RAISE THE RENT, CAN NOT EVICT THE RENTER FOR ANY REASON AT ALL OR BE SUBJECTED TO CRIMINAL CHARGES AND PENALTIES OF $500 TO $1000 PER DAY IF HE DOES SO!

RESPONDENT'S ACTION OFFERED PETIONER NO DUE PROCESS OF LAW NOR EQUAL PROTECTION OF PENNSYLVANIA OR FEDERAL LAWS.

THE RENTER HAD A LEASE WITH PETITIONER FOR HOUSING RENTS ONLY AND GAS SERVICE BILLS WERE NOT PART OF THE RENT NOR PART OF ANY SERVICES PROVIDED BY PETITIONER. THIS LEASE WAS A LEGAL BINDING CONTRACT.

THE PETITIONER HAD NO CONTRACT WITH THE RESPONDENT AND NEVER AGREED TO RESPONDENT'S LETTER AND REFUSED TO PAY FOR GAS SERVICES TO HIS PREMISES BECAUSE THE RENTER HAD THE CONTRACT AND THE RENTER'S CONTRACT IS VALID.

PENNSYLVANIA PUBLIC UTILITY CODE LAW PROTECTS THE PUBLIC FROM UTILITY COMPANIES AND CONTAINS NUMEROUS PROVISIONS & STATUTES THAT PROTECT THE PUBLIC INCLUDING PETITIONER.

JUNE 1,1994 RESPONDENT SHUT OFF GAS SERVICE TO THE PREMISES BECAUSE NEITHER THE PETITIONER NOR THE RENTER WOULD PAY FOR GAS SERVICES BECAUSE THE PETITIONER HAD NO CONTRACT WITH ANYONE TO PROVIDE GAS TO THE PREMISES AND NEVER MADE A PROMISE TO PAY. THE RENTER REFUSED TO PAY FOR GAS BECAUSE THE RESPONDENT TOLD THE RENTER THEY DO NOT HAVE TO PAY FOR GAS SERVICE.

AN AGREEMENT THEN WAS MADE ON JUNE 1,1994 BETWEEN PETITIONER, RESPONDENT AND RENTER THAT IF PETITIONER SPLIT THE GAS LINES RESPONDENT WILL INSTALL A SECOND METER AT RESPONDENT'S EXPENSE AND THEN EACH OF THE RENTERS CAN MAKE APPLICATION FOR GAS SERVICE IN THEIR OWN NAMES AND THEY PAY OR ELSE THE GAS STAYS OFF!

PETITIONER SPLIT THE GAS LINES ON JUNE 2ND,1994 AND IMMEDIATELY NOTIFIED RESPONDENT THAT HE DID SO. RESPONDENT THEN RECEIVED APPLICATION FROM THE 2ND FLOOR RENTER, ACCEPTED THE CREDIT, SAW THE LEASE BETWEEN LANDLORD AND RENTER WHERE LANDLORD DOES NOT PAY FOR GAS SERVICE NOR PROVIDE GAS SERVICE AS PART OF THE RENT AND THEN ORDERED THE RESPONDENT'S INSTALLER TO INSTALL A SECOND METER TO THE PETITIONER'S PREMISES FOR PURPOSES OF PROVIDING GAS SERVICE TO 2ND FLOOR RENTER ONLY AND THE OTHER METER WILL PROVIDE GAS SERVICE TO OTHER RENTER.

ON JUNE 15, 1994 THE REPONDENT'S INSTALLER HAD ORDERS FROM RESPONDENT TO INSTALL THE SECOND GAS METER BUT ONLY IF THE THE FUEL LINES WERE SPLIT AND EVERYTHING MET QUALIFICATIONS. THE INSTALLER DID SO AND SWORN TESTIMONY FROM PETITIONER, RESPONDENT, RESPONDENT'S METER INSTALLER, PETITIONER'S WITNESS AND WRITTEN DOCUMENTS ENTERED INTO THE COURT'S RECORD ALL PROVE THIS TO BE SO.

NUMEROUS WRITTEN DOCUMENTS ENTERED INTO THE COURT RECORDS BY RESPONDENT ALL PROVE EVERY STATEMENT PETITIONER MAKES.

MONTHS LATER AFTER JUNE 15, 1994 AND THRU JUNE 1996 RESPONDENT THEN DEMANDED THAT PETITIONER PAY FOR ALL GAS SERVICES DELIVER TO HIS PREMISES. PETITIONER REFUSED DUE TO NO OBLIGATION TO PAY FOR NOR PROVIDE GAS TO HIS RENTERS AND IF THE RENTERS WANT GAS SERVICE THEY MUST PAY GET OR NO GAS.

THE RESPONDENT FINALLY SHUT OFF THE GAS IN JUNE 1996 AFTER ALLOWING $5800 TO ACCUMULATE IN UNPAID GAS BILLS DUE FROM THE RENTERS.

RESPONDENT THEN FILED SUIT AGAINST PETITIONER FOR THE GAS BILLS UNDER CLAIM OF BREACH OF CONTRACT, UNJUST ENRICHMENT AND QUASI CONTRACT.

THE TRIAL COURT THEN DECIDED ON IT'S OWN ACTION TO MAKE STATUTE 1529.1 OF THE PENNSYLVANIA PUBLIC UTILITY CODE LAW THE

BASIS OF RESPONDENT'S SUIT AND ADMITTED IN COURT RECORDS THAT THE RESPONDENT HAD NO VALID CLAIM FOR BREACH OF CONRACT, UNJUST ENRICHMENT AND QUASI CONTRACT. TRANSCRIPTS, AND BRIEFS BY PETIITONER PROVE THIS.

THE TRIAL COURT ALSO ADMITTED INTO RECORD PETITIONER'S CONCLUSIONS OF LAW PERTAINING TO OTHER SECTIONS OF PUBLIC UTILITY CODE LAW THAT NEED TO BE ADDRESSED PLUS OTHER PENNSYLVANIA LAWS PLUS THE CONSITITIONALITY OF ANY ENFORCEMENT OF STATUTE 1529.1 OF PENNSYLVANIA PUBLIC UTILITY CODE LAW. ALSO TWO BERKS COUNTY COURT OF COMMON PLEAS RULINGS THAT INVOLVED BOTH RESPONDENT AND PETITIONER IN THE SAME MANNER NEED TO BE ADDRESSED.

THE TRIAL COURT THEN DEMANDED THAT THE ONLY WAY PETITIONER COULD BE RELIEVED OF RESPONSIBILITY FOR GAS SERVICES TO HIS PREMISES WOULD BE TO SHOW WRITTEN PROOF ONLY THAT PETITIONER GAVE RESPONDENT NOTICE HE OWNED THE PREMISES AND THAT IT WAS RENTAL UNITS. PETITIONER OBJECTED AND COMPLAINED THAT WRITTEN NOTICE WAS NOT IN THE STATUTE BUT THE TRIAL COURT REFUSED BECAUSE HE SAID SINCE THIS IS NEW LAW WITH NO STANDARDS TO GO BY HE (THE JUDGE) CAN RULE ANYWAY HE CHOOSES AND PETITIONER MUST GO ARGUE BEFORE THE SUPREME COURT.

THE TRIAL COURT JUDGE REFUSED TO ALLOW VERBAL SWORN TESTIMONY FROM

RESPONDENT, PETITIONER AND PETITIONER'S WITNESS AND WRITTEN DOCUMENTS ENTERED INTO RECORD BY RESPONDENT WHICH ALL PROVED RESPONDENT WAS NOTIFIED MANY TIMES BY PETITIONER VERBALLY AND PERSONALLY OF PETITIONER'S OWNERSHIP OF THE PREMISES WHICH ARE RENTAL UNITS.

THE TRIAL COURT JUDGE THEN STATED THAT INDIVIDUAL METERING WAS NEEDED TO BE PROVED BY PETITIONER. PETITIONER PROVED THIS THRU RESPONDENT'S METER INSTALLER WHO TESTIFIED THAT HE WAS UNDER ORDERS NOT TO INSTALL A SECOND METER UNLESS PREMISES MET SEPERATE METERING QUALIFICATIONS WHICH IT DID. BUT BECAUSE AN UNKNOWN PERSON WHO ALLEDGELY CLAIMED THE ONE GAS HOT WATER HEATER ALLEDGELY SUPPLIED THE WHOLE BUILDING MEANT THIS FACT WOULD MEAN THE PREMISES WAS NOT INDIVIDUALLY METERED. (THIS UNKNOWN PERSON HAS NEVER BEEN IDENTIFIED TO THIS DAY, & NEVER TESTIFIED). THIS FACT REVEALED IN OPEN COURT ON RECORD TO THE JUDGE AND BY THE JUDGE AND NO PROOF WAS EVER GIVEN OF THIS CLAIM BY RESPONDENT. PETITIONER PROVED THRU HIS FUEL LINE INSTALLER THAT EACH HOT WATER HEATER HAD A SEPERATE HOT WATER LINE TO IT'S OWN RESPECTIVE RENTAL UNIT AND NO POSSIBLE WAY ESISTS FOR ONE TO SUPPLY WHOLE BUILDING. RESPONDENT'S CLAIM WAS HERESAY NO PROOF.

THE TRIAL JUDGE THEN DEMANDED PETITIONER PROVE AT LEAST ONE PERSON APPLIED FOR GAS IN OWN NAME. PETITIONER SHOWED RESPONDENT'S WRITTEN DOCUMENTS ENTERED INTO THE COURT RECORD AND HAD RESPONDENT WITNESS SWEAR UNDER OATH THAT THERE WERE SEVERAL RENTERS WHO APPLIED FOR GAS SERVICE IN OWN NAMES. TRIAL JUDGE REFUSED TO ALLOW WRITTEN AND SWORN TESTIMONY AS HAVING ANY RELEVANCE BECAUSE THE PETITIONER WAS NOT WITH THE RENTERS WHEN THEY APPLIED FOR GAS SERVICE IN THEIR OWN NAME AND AS SUCH HAS NO PERSONAL KNOWLEDGE. THE JUDGE REFUSED TO EVEN USE THE JUDGE'S OWN STATEMENT ON FIRST DAY OF TRIAL OF THERE BEING AT LEAST ONE RENTER WHO DID APPLY FOR GAS.

AT THE END OF THE RESPONDENT'S CASE THE TRIAL JUDGE THEN TOLD PETITIONER HE ONLY WAS ALLOWED 5 MINUTES TO CONDUCT A DEFENSE AND DENIED PETITIONER DUE PROCESS OF LAW AND EQUAL PROTECTION OF LAWS. PETITIONER SUMMARIZED HOW THE STATUE DOES NOT SAY WRITTEN LETTER NEEDED TO PROVE NOTICE, HOW THE PREMISES WAS OBVIOUSLY INDIVIDUALLY METERED OR INTENDED TO BE INVIDUALLY METERED OR WHY ELSE WOULD THE RESPONDENT INSTALL A SECOND GAS METER FOR THE SECOND FLOOR APARTMENT ONLY AND LEAVE THE OTHER METER IN PLACE FOR THE FIRST FLOOR AND HOW THERE WERE NUMEROUS RENTERS

WHO APPLIED FOR GAS SERVICE IN THEIR OWN NAMES. THE TRIAL JUDGE WOULD NOT LISTEN.

THE PETITIONER THEN BEGAN TO TALK ABOUT OTHER PORTIONS OF PUBLIC UTILITY CODE LAW THAT APPLY INCLUDING THE ONE WHERE THE UTILITY COMPANY WAS OBLIGATED TO MAKE FAIR AND REASONABLE SETTLEMENTS TO DISPUTES. THE JUDGE DID NOT THINK THE UTILITY COMPANY HAD AN OBLIGATION TO DO ANYTHING FOR PETITIONER AND REFUSED ADDITIONAL DEFENSE BY PETITIONER. THE JUDGE ALSO REFUSED TO ADDRESS THE CONSTITUTIONALTY OF THE CASE BECAUSE HE SAID THAT IS WHAT THE SUPREME COURT NEEDS TO DO BECAUSE THEY GET PAID MORE THEN HIM TO DO SO.

THE PETITIONER WAS THEN NOT ALLOWED FURTHER TIME FOR DEFENSE AND HE JUDGE COMMENTED THE PROBLEM WITH THE LAW AGAINST THE PETITIONER IS THAT EVERY I AND EVERY T HAS NOT BEEN CROSSED AND HIS JOB OF INTERPRETATION MAY BE WRONG BUT WITHOUT ANY COURT RULINGS OR OTHER INTERPRETATIONS TO GO BY HE WILL RULE AS HE PLEASES AND AS HE THINKS THE LEGISLATORS WERE THINKING WHEN THEY PASSED THIS STATUTE.

PETITIONER WAS FOUND LIABLE FOR BREACH OF CONTRACT FOR A CONTRACT THAT NEVER EXISTED PURSUANT TO A STATUTE THAT DID NOT APPLY TO HIS HIM OR HIS PREMISES.

PETITIONER'S MOTION FOR POST TRIAL RELIEF WAS DENIED AND AT HEARING THE TRIAL JUDGE SAID HE NEVER MADE NOR WOULD MAKE A RULING ON THE CONSTITUTIONALITY OF THE STATUTE, THE APPLICABILITY OF OTHER PENNNSYLVANIA LAWS, NOR OTHER SECTIONS OF PUBLIC UTILITY CODE NOR VESTED RIGHTS OF PETITIONER BECAUSE THIS WOULD TAKE TOO MUCH OF HIS TIME.

PETITIONER THEN APPEALED TO PENNA. APPELLANT COURT. HE FILLED OUT BRIEF CORRRECTLY AND WITH ACCURACY. NOTED ALL PLACES IN COURT RECORD WHERE HIS DEFENSE APPLIED AND COULD BE FOUND. INCLUDED SUPPLEMENTAL RECORD OF ALL DOCUMENTS ENTERED INTO THE COURT BY RESPONDENT AND PETITIONER. INCLUDED VARIOUS LAWS AND STATUTUES OF PENNSYLVANIA AND FEDERAL LAW THAT NEEDED TO BE OPINIONATED AND WHICH CONCLUSIVELY PROVED THAT THE JUDGEMENT NEEDED TO BE REVERSED.

PENNA. APPELLANT COURT AFFIRMED THE DECISION OF THE TRIAL COURT AND NEVER COMMENTED OR OPINIONATED ANYTHING THE PETITIONER HAD TO SAY IN HIS DEFENSE. PENNA. APPELLANT COURT MISAPPREHANDED FACTS, OVERLOOKED TESTIMONY AND SOUGHT OUT FACTS NOT SUPPORTED BY COMPETENT EVIDENCE TO FAVOR THE TRIAL COURT JUDGEMENT WITHOUT OFFERING PETITIONER EQUAL PROTECTION OF CONSTITUTIONAL LAW.

PENNSYLVANIA APPELLANT COURT IN ERROR CLAIMED PETITIONER DID NOT TESTIFY THAT HE GAVE NOTICE TO RESPONDENT THAT HE OWNED THE PREMISES WHICH WERE RENTAL UNITS THOUGH THE TRANSCRIPTS CLEARLY SHOW PETITIONER DID.

PA. APPELLANT COURT IN ERROR CLAIMED RESPONDENT'S METER INSTALLER CLAIMED THE PREMISES WERE NOT INDIVIDUALLY METERED. METER INSTALLER WAS TESTIFYING STATEMENTS HE CLAIMED TO KNOW ABOUT FROM AN UNKNOWN PERSON WHO CLAIMED ONE OF THE HOT WATER HEATERS ALLEDGELY SUPPLIED ENTIRE PREMISES AND IF SO THEN THE PREMISES WOULD NOT BE CONSIDERED SEPERATELY METERED. UNKNOWN UNIDENTIFED PERSON WAS NOT IN COURTROOM TO TESTIFY AND AS A RESULT THE STATEMENT NEVER PROVEN TO BE EVEN REMOTELY POSSIBLE. BOTH THE TRIAL JUDGE AND PETITIONER ASKED THIS METER INSTALLER IF HE WAS THIS PERSON AND HE SAID NO AND THAT THE UNKNOWN PERSON WAS NOT PRESENT TO TESTIFY. APPELLANT COURT OVERLOOKED THE METER INSTALLER'S PREVIOUS TESTIMONY ABOUT WHEN HE SAID THAT WHEN HE INSTALLED THE 2ND METER FOR THE PURPOSE OF SUPPLYING GAS TO THE SECOND FLOOR RENTAL UNIT THE FUEL LINES WERE SPLIT, PREMISES MET QUALIFICATIONS FOR SEPERATE METERING.

PENNA. APPELLANT COURT THEN PICKED ON A PARTIAL STATEMENT OF TRIAL JUDGE CONCERNING SO CALLED PERSONAL KNOWLEDGE. WHERE THE TRIAL JUDGE SAID NO SWORN

TESTIMONY VERBALLY FROM RESPONDENT, RESPONDENT METER INSTALLER, PETITIONER, PETITIONER WITNESS NOR EVEN THE JUDGE'S OWN STATEMENTS ON THE RECORD IN COURT CONCERNING THE FACT THAT THERE WAS AT LEAST ONE RENTER WHO APPLIED FOR GAS SERVICE IN THEIR OWN NAME CAN BE USED IN PETITIONER'S DEFENSE BECAUSE HE WAS NOT WITH THE PEOPLE WHEN THEY APPLIED FOR GAS SERVICE AND THUS HAD NO PERSONAL KNOWLEGE.

NO FURTHER OPINIONS OR INTERPRETATIONS ABOUT OTHER PORTIONS OF PENNA. PUBLIC UTILITY CODE LAW, OTHER PENNSYLVANIA STATE LAWS NOR CONSTITUTIONALITY AND ENFORCEABILITY OF THE MATTER MADE. NO EXPLANATION ON HOW A BREACH OF CONTRACT COULD OCCUR WHEN NO CONTRACT WAS MADE EITHER.

PETITIONER ASKED FOR A REHEARING BEFORE THE PENNSYLVANIA APPELLANT COURT AND NOTED PRECISELY THE ERRORS OF LAW, OVERLOOKED TESTIMONY AND THE MISAPPREHENTATIONS MADE IN THEIR JUDGEMENT WITHOUT SUCCESS. DENIED

PETITIONER THEN APPEALED TO PENNA. SUPREME COURT BUT HEARING DENIED AND THEN WAS DENIED AGAIN ON REHEARING REQUEST.

REASONS FOR GRANTING THE WRIT

THE MOST COMPELLING REASON WHY THE COURT SHOULD GRANT CERTIORARI IS BECAUSE THE ONLY BASIS OF RESPONDENT'S CLAIM IS A SECTION OF PENNSYLVANIA PUBLIC UTILITY CODE WHICH WAS ADDED TO THE ENTIRE CODE AS AN AMENDMENT AND CONSIDERED TO BE "THE LAW" BY ALL PENNA. TRIAL AND APPELLANT COURTS.

THIS "LAW" IS VAGUE, STANDARDLESS, WAS MIS-INTERPRETED, IS NOT WHAT LEGISLATORS HAD IN MIND WHEN THEY PASSED THE AMENDMENT, IS UNCONSTITUTIONAL AND UNENFORCEABLE.

THE 14TH AMENDMENT TO THE UNITED STATES CONSTITUTION PROHIBITS STATES FROM PASSING LAWS THAT IMPAIR THE OBLIGATION OF CONTRACTS, GUARANTEES DUE PROCESS OF LAW, GUARANTEES EQUAL PROTECTION OF THE LAWS AND AFFORDS PROTECTION TO A CITIZEN OF THE UNITED STATES TO VESTED PROPERTY RIGHTS.

171 General Considerations state that constitutional provisions prohibit the passing of any law which impairs the obligation of contracts. Library reference C.J.S. Constitutional law 274 et seq 113-119. P.S. Const. art. 1. 17 states that our constitution expressly provides that no law impairing the

obligation of contracts must be passed.

PETITIONER'S PREMISES HAD RENTERS WHO HAD VALID SUBSISTING CONTRACT (WRITTEN LEASES) WITH PETITIONER WHEREBY THE RENTERS HAD THE OBLIGATION TO PAY FOR ALL AND ANY UTIILITY SERVICES DELIVERED TO THEIR PREMISES.

A LEASE IS A VESTED RIGHT OF A UNITED STATES CITIZEN WHICH THE PETIITONER IS AND CONSEQUENTLY A VALID CONTRACT.

Library reference C.J.S. Consititutional law 224 et seq. constitutional law 93-104 generally property rights are vested when the right to enjoyment, present or prospective has been acquired by some particular person or persons as a present interest. Vested rights are within the protection of constitutional guarantees. Accordingly, the legislature has no power to pass any law which will deprive a person of vested property rights.

THERE ARE VESTED RIGHTS IN A VALID CONTRACT OR DEED OR LEASE. THE RIGHT OF THE PERSON TO RENT OUT HIS REAL ESTATE IF HE WISHES WITHOUT UNDUE GOVERNMENT INTERFERENCE OR COSTLY UNFAIR OBLIGATIONS.

Slifer v. Greenmount Cemetary Co. 1949 67 A.2d 584, 164 super 5343 and Com. V. McGowan 1957 9 D. & C.2d 398, 18 Beaver 138 both state the legislature has no power to pass any law which will deprive a person of vested property rights.

Snyder v. Carfrey 1867 54 Pa. 90. states the relationship of landlord and tenant results from a contract between the occupant and the owner of the land which involves property rights.

SO WHEN THE UTILITY COMPANY DECIDED IT WAS THE UTILITY COMPANY'S OPINION THAT THE LAW MEANT PETITIONER MUST NOW PAY FOR ALL UTILITY SERVICES RENDERED TO HIS PREMISES, DESPITE THE PETITIONER'S LEASES AND CONTRACTS WITH HIS RENTERS WHICH SAY OTHERWISE, THIS IS A SERIOUS STATE AND FEDERAL CONSTITUTIONAL VIOLATION BECAUSE THE DUTIES OF LANDLORD AND RENTER ARE NOW MATERIALLY DRASTICALLY CHANGED AND THE OBLIGATION OF THE LEASES NO LONGER REMAINS THE SAME.

DEPRIVATION OF VESTED PROPERTY RIGHTS AND CONSTITUTIONAL PROVISIONS WHICH AFFORD IT'S CITIZENS PROTECTION GUARANTEES APPLY.

THE 14TH AMENDMENT TO THE UNITED STATES CONSTITUTION ALSO STATES THAT IT'S CITIZENS HAVE THE RIGHT TO DUE PROCESS OF LAW.

THE UTILITY COMPANY DID NOT GIVE PETITIONER DUE PROCESS OF LAW WHEN THE UTILITY COMPANY ALONE DECIDED THAT PETITIONER MUST NOW PAY FOR ALL UTILITY BILLS INSTEAD OF THE RENTERS AND THAT PETITIONER'S ECONOMIC AND FINANCIAL MEANS OF PAYMENT IS NOT RELEVANT AND THAT PETITIONER ALSO CAN NOT RAISE RENTS, EVICT RENTERS, CHARGE FOR UTILITY SERVICES OR DO ANYTHING REMOTELY RESEMBLING RETALIATION OR FACE $500 TO $1,000 PER DAY PENALTIES.

Library reference C.J.S.Constitutional Law 569(1) et seq 251.2-254 Generally the constitutional guaranty of due process of law is intended to protect the individual against arbitrary exercise of governmental power and to secure to all equal protection of the la

U.S. ex el rel. Burgess v.Lindsey 1975, 395 F. Supp 404 states due process must be reasonable.

Lepley V. Lycoming Co Court of Common Pleas 1978,393 A.2d,306 481 Pa. 565 states due process must also have fundamental fairness U.S. v. Weller 1972 458 F.2d 474 states due process must have a balancing of interest in it's application.

THE STATUTE USED AGAINST PETITIONER (PASSED AFTER PETITIONER HAD VALID LEASES WITH HIS RENTERS) IS NOT REASONABLE, IS

NOT FAIR AND HAS NO BALANCE OF INTEREST IN APPLICATION BECAUSE THE PETITIONER WAS GIVEN NO RIGHT OF DEFENSE IN USING OTHER STATUTES AND LAWS TO COUNTER: ALL THE ABOVE FACTS WERE MADE KNOWN TO ALL PENNSYLVANIA COURTS FROM BEFORE PRE TRIAL TO TRIAL COURT, DURING TRIAL COURT HEARINGS, WITHIN LEGAL BRIEFS TO APPELLANT COURT AND WITHIN LEGAL BRIEFS TO PENNSYLVANIA SUPREME COURT. BUT NONE OF THESE PENNSYLVANIA COURTS WOULD RULE ON THIS MONUMENTAL ISSUE OF STATE AND FEDERAL IMPORTANCE.

PA LANDLORD TENANT LAW PROHIBITED PETITIONER FROM SHUTTING OFF SERVICES AND THE MONOPOLY SITUATION OF THE GAS COMPANY RESPONDEN[illegible]FT PETITIONER WITH AN OBLIGATION TO NOT INTERFERE WITH GAS SERVICES TO HIS RENTERS.

1951, April 6, Dl 69, art V-0A (504-a Added 1974 Dec 10, P.L. 825 No. 274 12 it is the intent of this article to insure that the landlord may in no way restrict tenant's right to purchase goods, services and the like from a source of tenant's choosing and as a consequence any provisions in a written agreement attempting to limit the right shall be void and

unenforceable by the courts of this commonwealth.

THE COURTS CHARGED PETITIONER WITH BREACH OF CONTRACT. YET NO CONTRACT WAS EVER ENTERED INTO THE COURT AND NONE OF THE PENNSYLVANIA COURTS WOULD EXPLAIN OR GIVE OPINION OF HOW PETITIONER COULD BE IN BREACH OF CONTRACT WHEN NO CONTRACT EVER EXISTED. EVEN IF THE COURTS ASSUME THAT A QUASI CONTRACT RELATIONSHIP EXISTS DUE TO AN ADOPTED LAW THERE STILL IS NO PROMISE TO PAY APPLICATION FROM PETITIONER TO RESPONDENT AND THUS NO EXPECTATION OF PAYMENT IMPLIED OR AWARDED TO RESPONDENT.

Durkhan Terrace Inc. V. Hellertown Borough Authority 1959, 148 A.2nd 899,394 Pa. 623 states that a quasi contract merely means that the law adopted to promote justice but will not impose a promise to pay and no expectation of payment is to be implied because this would violate and interfere with circumstances of confidential relationship.

SO SINCE RESPONDENT HAD NO PROMISE TO PAY AGREEMENT FROM PETITIONER THE RESPONDENT IS NOT ENTITLED TO MONETARY JUDGEMENT.

U.S. Pa. 1966 a law fails to meet due process clause if it is so vague and standardless that it

leaves the public uncertain as to it's conduct it prohibits or leaves judges and jurors free to decide without legal fixed standards what prohibited and what not in each part. West Pa Digest 2nd 253 (1)

THE COURT'S INTERPRETATION OF THE LAW WAS SERIOUSLY ERRONOUS IN THAT THE COURT REFUSED TO LOOK AT THE ENTIRE PENNSYLVANIA PUBLIC UTILITY CODE, IT'S PURPOSE AND SUBSEQUENT EFFECT ON EACH AND EVERY PENNA. RENTAL PROPERTY OWNER!

FIRST OFF THE COURT ERRONOUSLY OVERLOOKED THE DEFINATION OF TENANT AS DEFINED BY THE PENNA. PUBLIC UTILITY CODE.

1521 defined tenant as one who has utility services included as part rent.

THIS FACT AND THIS FACT ALONE RENDERS THE LAW UNENFORCEABLE AND NOT VALID TO PETITIONER BECAUSE PETITIONER HAD LEASES WITH HIS RENTERS WHERE UTILITY SERVICES ARE NOT THE RESPONSIBILITY OF THE LANDLORD BUT INSTEAD ARE THE RESPONSIBILITY OF RENTER. SO THE ENTIRE STATUTE 1529 IS NOT VALID AND UNFORCEABLE AGAINST PETITIONER.

THE TRIAL COURT CLAIMED HE KNEW WHAT THE LEGISLATORS WERE THINKING WHEN THEY PASSED THE AMENDMENT WHICH BECAME KNOWN AS HOUSE BILL 678 AND CONTAINED VARIOUS STATUTES THAT NUMBERED 1521 thru 1533 AND INCLUDED 1529.1 STATUTE INBETWEEN.

ALSO THE PURPOSE OF PENNA. PUBLIC UTILITY CODE LAW IS TO PROTECT THE PUBLIC WHICH PETIONER IS AMONG. THE UTILITY CO HAS RESPONSIBILITES WHICH INCLUDES STATUTE 56.16 WHICH SAYS NO TRANSFER OF ACCOUNTS ALLOWED FROM A RATEPAYER (RENTER) TO A NON RATEPAYER (PETITIONER).

STATUTE 56.97 OBLIGATED THE UTILITY TO RENDER GOOD FAITH AND FAIR JUDGEMENT IN ENTERING REASONABLE SETTLEMENTS WITH THE PUBLIC ON DISPUTES. THE RESPONDENT WAS UNREASONABLE IN DEMANDING THAT PETITIONER MUST PAY AND PAY AND PAY.

STATUTE 1502 DISALLOWS DISCRIMINATION IN SERVICE THE UTILITY GIVING PETITIONER'S RENTERS FREE UNLIMITED GAS REGARDLESS OF COST TO PETITIONER AND REGARDLESS OF PETITONER'S MEANS OR ABILITY OF PAY PLACED PETITIONER AT SEVERE DISADVANTAGE. STATUTE 1502 REGARDS DISCRIMINIATION IN SERVICE IN THAT NO PUBLIC UTILITY SHALL AS TO SERVICE, MAKE OR GRANT ANY UNREASONABLE PREFERENCE OR ADVANTAGE TO ANY PERSON TO ANY UNREASONABLE PREJUDICE OR DISADVANTAGE. OBVIOUSLY GIVING A RENTER A DRASTIC RENT REDUCTION IN THE FORM OF FREE UTILITY SERVICES GIVES THE RENTER QUITE AN ADVANTAGE OVER THE LANDLORD AND QUALIFIES AS UNREASONABLE PREJUDICE.

ALSO LEGISLATORS INTENDED TO REGULATE MOBIL HOME PARK OWNERS, NOT INDIVIDUAL APARTMENT BUILDING OWNERS. CONTROLLING THE COST OF UTILITY SERVICES TO TENANTS WHO HAVE UTILITY SERVICES INCLUDED IN THEIR RENT FROM EXORBITANT PRICES IS THE INTENT AND PURPOSE OF THE HOUSE BILL 678 CONTAINING STATUTE 1529.1 OF PENNSYLVANA PUBLIC UTILITY CODE LAW.

1993 Pennsylvania legislature journal page 950 left column middle states the purpose of this bill is intended to be against 664 Pennsylvania mobil home park owners, not individual apartment dwellings, and is against specific billings that park owners impose upon tenants of a mobil home park. Page 949 right column upper states the bill concerns the defination of public utility changed to now being also a lessor providing utility servies to his tenants for a fee and the rest of the language is already part of the utility code.

Defination 102 66 Pa.C.S.A. subjects the utility code and all statutes to additional definations contained in subsequent provisions of this part which are applicable to specific provisions of this part, the following words and phrases when

used in this part shall have, unless the content clearly indicates otherwise the meanings given to them in this section.

PURSUANT TO PUBLIC UTILITY CODE LAW THE COURTS ARE NOT THE PROPER FORUM FOR A PLAINTIFF (RESPONDENT) TO GET INTERPRETATIONS OF STAUTUTES.

1501 66 Pa C.S.A. Public utility regulation note 22 common pleas court is not the proper forum for a plaintiff. Reasonableness of the rules and regulations of a public utility are matters for a decision by the public utility commission. Triangle Furniture & Appliances Inc. V Bell Tel Co. 109 P.L.J. 205, 1962.

TRIAL COURT JUDGE AND ALL PENNA. COURTS REFUSED TO LOOK AT ENTIRE PUBLIC UTILITY CODE LAW, IT'S PURPOSE AND THE INTENT OF THE LAW AND BECAUSE OF THIS LEFT THE LAW VAGUE AND STANDARDLESS AND FREE FOR JUDGES AND OR JURORS TO DECIDE WHAT IS PROHIBITED OR NOT PROHIBITED. UNCONSTITUTIONAL! BECAUSE OF A VAGUE AND STANDLARDLESS LAW LAW WITH NO CLEAR UNDERSTANDING OF IT'S STATUTES GENERAL CHAOS AND ANARCHY EXISTS WITH ALL RENTAL PROPERTY OWNERS IN THE STATE OF PENNSYLVANIA. THE DISORDER, CONFUSION AND SEVERE FINANCIAL LOSSES

BY REASON OF THE PROMULGATION OF AN UNCONSTITIONAL ORDER IS REASON FOR PETITIONER TO ATTACK ITS VALIDITY. THE STATUTE IS OBVIOUSLY INCOMPLETE, CONFLICTING AND INCONSISTENT IN IT'S VARIOUS PROVISIONS AND UNSUSCEPTIBLE OF RATIONAL INTERPRETATION AS A WHOLE TO BE INCAPABLE OF JUDICIAL ENFORCEMENT.

THE PENNSLVANIA COURTS ALSO DID NOT TAKE INTO CONSIDERATION TWO BERKS COUNTY RULINGS RELATIVE TO PETITIONER AND RESPONDENT.

> No. 5510 Equity, 1986 Berks County, ruling was that despite the fact that petitioner was the ratepayer of gas services his inability to pay for gas services when the renters did not or would not pay him rents or adaquate rents then from here on the renters are to pay for gas services to premises from here on and that petitioner should never get him into this same predicament.

PETITIONER NEVER BECAME A RATEPAYER OF THE UTILITY AGAIN EXCEPT IN THIS ATTEMPT BY RESPONDENT TO FORCE HIM INTO BEING A RATEPAYER WITHOUT HIS CONSENT, AGREEMENT, OR ABILITY TO PAY CONSIDERATION.

No. 145 October 1987 Berks County Pennsylvania court order relieved Petitioner from responsibility of payment of gas bills accumulated after April 15, 1986 date of above relative Berks County decision.

BOTH THESE COURT CASES AND DECISIONS WERE MADE KNOWN TO ALL PENNSYLVLANIA COURTS IN PRE TRIAL, POST PRE TRIAL, AT COURT HEARING, IN TRANSCIPTS, AND ALL BRIEFS TO RESPECTIVE PENNSYLVANIA COURTS YET TOTALLY IGNORED AND NOT COMMENTED OR OPINIONATED UPON.

WHAT THE DECISION AGAINST WITHIN PETITIONER HERE MEANS IS THAT UNLESS EVERY RENTAL PROPERTY OWNER IN THE STATE OF PENNSYLVANIA CAN PROVE HE GAVE NOTICE IN WRITING THAT HE OWNS A PREMISES WHICH IS RENTAL UNITS THEN ALL UTILITY COMPANIES CAN HOLD THE LANDLORD LIABLE FOR ANY AND ALL UTILITY BILLS DELIVERED TO HIS PREMISES REGARDLESS OF LEASES THAT SAY OTHERWISE AND REGARDLESS OF THE FINANCIAL CONSEQUENCES.

WHAT THE DECISION AGAINST WITHIN PETITIONER HERE MEANS IS THAT IF A UTILITY COMPANY DECIDES THAT A LANDLORD'S PREMISES IS NOT INDIVIDUALLY METERED THAN THE LANDLORD MUST PAY FOR ANY AND ALL UTILITY BILLS DELIVERED TO HIS PREMISES. UTILITY NEED NOT PROVE ANYTHING JUST SAY IT. TESTIMONY TO THE CONTRARY FROM UTILITY

COMPANY ITSELF NEED NOT BE RELEVANT TO JUDGES ANYWHERE.

WHAT THE DECISION AGAINST WITHIN PETITIONER HERE MEANS IS THAT UNLESS EVERY RENTAL PROPERTY OWNER IN PENNA, GOES WITH EACH AND EVERY RENTER TO EACH UTILITY COMPANY'S BUSINESS WHEN EACH AND EVERY RENTER APPLIES FOR THE UTILITY SERVICE THEN SUCH A RENTAL PROPERTY OWNER IS LIABLE TO PAY FOR ALL UTILITY SERVICES DELIVERED TO HIS PREMISES REGARDLESS OF LEASES OR AGREEMENTS WHICH SAY OTHERWISE AND ANY TESTIMONY TO THE CONTRARY FROM THE UTILITY COMPANY ITSELF NEED NOT BE RELEVANT TO JUDGES ANYWHERE.

451-457 title 68 Penna. real and personal property act 1040 May 23, P.L.1692 UNCONSTITUTIONAL incorporated in sections 451-457 of this title, quieting title to real estate and creating a presumtion of payment, release or satisfaction of certain charges, mortgages, ground rents, decrees or defects in title after 50 years was held void and unenforceable in Girard Trust Co. V. Penna. R. Co. 73 .2f 371, 364 Pa. 576, 1950 wherein the Supreme Court said that the act "is so incomplete, conflicting and

> inconsistant in its various provisions and so unsusceptable of rational interpretation as a whole as to be incapable of judicial enforcement: Wilcox V. Penn Mutual Life Insurance Co. 357, Pa. 581. 601, 55 A.2d 521, 174 A.L.R. 220. In addition thereto the act offends against both the Federal and state constitutions by attempting deprivations of private property without due process of law and by impairing the obligations of valid and subsising contracts. The Act is therefore void as well as inoperative."

THE SUPREME COURT DOES IT'S JOB WHEN IT CONSOLIDATES AND MEDIATES LEGAL FINDINGS THAT ARE OUT OF SYNCH IN THE LOWER COURTS. THE DECISION AGAINST PETITIONER NEEDS TO BE REVERSED AND OR THE LEGAL FINDINGS MEDIATED NOT ONLY TO BENEFIT PETITIONER FROM AN UNFAIR UNJUSTIFIED FINANCIAL DEVASTATING JUDGEMENT BUT ALSO TO ALL RENTAL PROPERTY OWNERS IN THE STATE OF PENNSYLVANIA AND POSSIBLY EVENTUALLY TO EVERY RENTAL PROPERTY OWNER IN THE ENTIRE UNITED STATES OF AMERICA.

CONCLUSION

THE PETITION FOR A WRIT OF CERTIORARI SHOULD BE GRANTED.

RESPECTFULLY SUBMITTED

Ronald Heckman

RONALD HECKMAN
4677-6 Indian Creek Rd
Macungie, Pa 18062
610-965-8860

Date 12-16-1998

App. 1

J. A32016/97

UGI UTILITIES, INC. : IN THE SUPERIOR COURT
Appellee : OF PENNSYLVANIA
V. :
RONALD L. HECKMAN, :
: No. 00372
Appellant : Philadelphia 1997

Appeal from the order entered December 18, 1996, in the court of common pleas of Berks County, Civil, NO. 4125-95 A.D. No. 96-2713

BEFORE: McEWEN, P.J., BECK, J., and CERCONE, P.J.E.

JUDGEMENT

ON CONSIDERATION WHEREOF, it is now here ordered and adjudged by this Court that the judgement of the Court of Common Pleas of Berks County be and the same is hereby AFFIRMED.

BY THE COURT
PROTHONOTARY

Dated October 2, 1997

MEMORANDUM: FILED OCT 02, 1997

This appeal has been taken from the judge-ment entered pursuant to the order of the court

of common pleas of Berks County, which denied the motion for post trial relief filed by appellant, Ronald Heckman, in this action for monies alledgely due to appellee, UGI Utilities, Inc. for the purchase of natural gas. We Affirm.

The facts of this case have been aptly set forth by the trial court as follows: This is an action for damages arising out of an alledged breach of contract for the sale of natural gas. The plaintiff, UGI Utilities, Inc., is in the business of selling natural gas to the general public. The defendant, Ronald L. Heckman, is the owner of an apartment building located at 153 Walnut Street in the city of Reading which contains two (2) dwelling units, one on the first floor and one on the second floor. According to the plaintiff, it delivered natural gas to the premises between October 6, 1993, and May 31, 1994, but it discontinued making deliveries thereafter because the defendant had failed to pay for the gas delivered. The plaintiff also contends that it delivered natural gas to the premises

between June 15, 1994, and June 10, 1996, but has again discontinued making such deliveries thereafter because the defendant likewise failed to pay for the gas delivered to the premises during that period of time. In this action, the plaintiff is seeking to recover the value of the natural gas delivered during these two (2) periods. The defendant does not deny these deliveries but denies all liability for them, claiming that it is the tenants who have the sole responsibility of paying for the aforesaid natural gas and not the landlord.

* * * *

The plaintiff, UGI Utilities, Inc is a public utility corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 225 Morgantown Road, Reading, Berks County, Pennsylvania.

The defendant, Ronald L. Heckman, is an adult individual currently residing at 4677-6 Indian Creek Road, Macungie,

Lehigh County, Pennsylvania. The defendant is the record owner of an apartment building at 153 Walnut St. in the city of Reading (hereafter the "premises"), which is comprised of two (2) dwelling units, one on the first floor and one on the second floor. The plaintiff sold and delivered natural gas through one gas meter to the premises between October 6, 1993 and May 31, 1994. This meter measured total gas usage for purposes of heat, hot water and cooking for the entire premises. On May 31,1994,the plaintiff stopped delivering natural gas to the premises and turned off the existing meter as a result of the defendant's failure to pay for the previous deliveries of natural gas to the premises. The plaintiff did not reactivate this meter subsequent to May 31, 1994. On April 24, 1995, the plaintiff removed the gas meter which it had previously inactivated on May 31,1994, from the premises The plaintiff did not deliver natural gas to any part of the premises between May 31,1994 and June 15,1994.

On June 15,1994, the plaintiff installed a separate gas meter in the basement of the premises for the sole purpose of measuring gas usage by the tenant of the second floor apartment for hot water and cooking.

At some unknown date between June 15, 1994 and April 21, 1995, the defendant connected piping from a furnace located in the basement which served the entire premises to the piping suppling natural gas to the second floor apartment.

As of June 15, 1994, this one gas meter was measuring natural gas usage for heat, hot water and cooking for the entire premises.

The plaintiff continued making deliveries of natural gas to the premises until June 10,1996 when the gas line to the meter was turned off as a result of the defendant's failure to pay for the deliveries between June 15, 1994, and June 10, 1996.

Appellant contends in his pro se brief submitted to this court, and reiterated during the presentation of oral argument, (1) that appellee did

not "present a case worthy of judgement against him", (2) that other Pennsylvania laws and case precedents were not taken into account and , (3) that the trial judge displayed bias, prejudice, and ill will.

We note initially that, while we do realize that appellant is proceeding in this appeal without the aid of counsel, pro se status does not entitle a party to any particular advantage because of a lack of legal training. Triffen v. Janssen, 426 Pa.Super. 57 __, 626 A.2d 571, 573 (1993), allo. denied, 536 Pa. 646, 639 A.2d 32 (1994).

The essence of the arguments presented by appellant is dissatisfaction with the factual findings of the trial court. As this court has previously held:...the Superior Court's scope of review is limited when examining the decision of a trial court sitting as fact finder. For our purposes, the findings of a trial court sitting without a jury have the same force and effect on appeal as a jury's verdict. Rizzo v. Haines, 520 Pa. 484, 555 A.2d 58

(1989); Piccinini V. Teachers Protective Mutual Life Insurance Co., 316 Pa. Super 519, 463 A.2d 1017 (1083); Slaseman V.Myers, 309 Pa. Super. 537, 455 A.2d 1213 (1983). We will reverse the trial court only if its findings are predicated upon an error of law or are unsupported by competent evidence in the record. Id. On review, it is not within our province to find facts or to substitute our judgement for that of the trial court. Rizzo v. Haines, supra. Moreover, the trial court is free to believe all, part, or none of the evidence that is presented, to make all credibility determinations, and to resolve any conflicts in the evidence. Gemini Equipment v. Pennsy Supply, 407 Pa. Super. 404, 411, 595 A.2d 1211, 1214 (1991) citations omitted). Hodges v. Rodriquez, 435 Pa. Super. 360, ___, 645 A.2d 1340, 1343 (1994).

Section 1529.1 of the Public Utility code of Pennsylvania states as follows:

Sec. 1529.1 DUTY OF OWNERS OF RENTAL PROPERTY.

(a) Notice to public utility. It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account. Upon receit of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner,

and the owner shall be responsible for the payment for utility services to the premises.

(c) Failure to give notice. Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

66 Pa. C.S. 1529.1

In the instant case, the trial court found as a matter of fact that appellant had not provided notice to the plaintiff that defendant was the record owner of the premises, nor that the premises were being used for rental purposes. The trial court also found, based on substantial evidence of record, that the premises were not individually metered and that none of the tenants had notified appellee that the natural gas delivery accounts should be listed in their names. Specifically, appellant testified that the only notice he had provided to appellee was the

initial application for delivery which he filed in 1982. Appellant never testified that he provided notice that the building was to be used for rental purposes. Additionally, Frank Hernandez, the employee of UGI who was directed to install the meter testified that the property was not individually metered:

> THE COURT: So, therefore, there was one service and one meter to the entire property, and, therefore, it was not in your opinion individually metered?
>
> MR. HERNANDEZ: Correct, your honor.

With regard to the issue of tenants requesting individual billing, appellant testified that he had personal knowledge of only one tenant, Gloria Sanders, makingsuch a request.

' The record reveals that testimony as follow:

> THE COURT: And the same way, when you say all occupants showed UGI a copy of their lease for gas services were not included in and/or as part of the rent which made you not liable to pay for

the gas services, again, the only one that you're aware of, your own personal knowledge, is Gloria Sanders?

THE WITNESS (Appellant Mr. Heckman): Yes.

THE COURT: All right.

Cross examination of appellant's plumber revealed that this tenant never received any gas:

THE COURT: Okay. Did Gloria Sanders have any gas service from February 13, 1994 (date of alledged request), thereafter?

MR. STOUFFER: To the best of my knowledge, Gloria Sanders couldn't even get gas services, period, no matter what she tried, and she ____

THE COURT: So in other words, the answer to the question, Mr. Stouffer?

Mr. STOUFFER: No, she had no gas.

Based upon the undisputed evidence of record, the distinquished Judge Albert A. Stallone could properly conclude that appellee provided no notice to appellee that the premises were being used for rental purposes, that the apartment units were not individually metered, that the tenants of the

building never requested individual billing for the gas received, and that appellant, as the owner of the premises, was liable for the bill.

The final contention of appellant consist largely of a misguided attempt to argue that an amendment to a law "is not the law." Appellant also presents underdeveloped and oftentimes disjointed arguments that the trial court decision was unconstitutional and that the trial judge displayed bias, prejudice, and ill will. Appellant has, however, presented no argument that would entitle him to relief from the judgement entered in favor of appellee.

Accordingly, we affirm the judgement in favor of appellee.

Judgement affirmed.

J. A32016/97

UGI UTILITIES, INC. : IN THE SUPERIOR COURT
Appellee : OF PENNSYLVANIA
V. :
RONALD L. HECKMAN, : No. 00372
Appellant : Philadelphia 1997

ORDER

AND NOW, This 10th, day of December, 1997, IT IS HEREBY ORDERED:

THAT the application filed October 15, 1997, requesting reargument/ reconsideration of the decision dated October 2, 1997 is DENIED.

PER CURIAM

UGI UTILITIES, INC.	: IN THE COURT OF COMMON
Plaintiff	: PLEAS OF BERKS COUNTY
vs.	: PENNSYLVANIA
RONALD L. HECKMAN,	: CIVIL ACTION-LAW
	:
Defendant	: NO. 4125-95 A.D.
	: NON JURY TRIAL
	: ACTION FOR BREACH
	: OF CONTRACT

Gary L. Swavely, Jr., Esquire attorney for Plaintiff

Ronald L. Heckman, defendant, in Propria Persona

DECISIONK. ALBERT A. STALLONE, JUDGE
AUGUST 14, 1996

This is an action for damages arising out of an alledged breach of contract for the sale of natural gas. The plaintiff, UGI Utilities, Inc., is in the business of selling natural gas to the general public. The defendant, Ronald L. Heckman, is the owner of an apartment building located at 153 Walnut Street in the city of Reading which contains two (2) dwelling units, one on the first floor and one on the second floor. According

to the plaintiff, it delivered natural gas to the premises between October 6, 1993, and May 31, 1994, but it discontinued making deliveries thereafter because the defendant had failed to pay for the gas delivered. The plaintiff also contends that it delivered natural gas to the premises between June 15, 1994, and June 10, 1996, but has again discontinued making such deliveries thereafter because the defendant likewise failed to pay for the gas delivered to the premises during that period of time. In this action, the plaintiff is seeking to recover the value of the natural gas delivered during these two (2) periods. The defendant does not deny these deliveries but denies all liability for them, claiming that it is the tenants who have the sole responsibility of paying for the aforesaid natural gas and not the landlord.

And now, after having held a non jury trial, this Court now sets forth the following findings of fact, discussion and conclusions of law in

disposition of the claims and defenses asserted by the parties in this action.

FINDINGS OF FACT

1. The plaintiff, UGI Utilities Inc. is a public corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 225 Morgantown Road, Reading, Berks County, Pennsylvania.

2. The defendant, Ronald L. Heckman, is an adult individual currently residing at 4677-6 Indian Creek Road, Macungie, Lehigh County, Pennsylvania.

3. The defendant is the record owner of an apartment building at 153 Walnut St. in the city of Reading (hereafter the "premises"), which is comprised of two (2) dwelling units, one on the first floor and one on the second floor.

4. The plaintiff sold and delivered natural gas through one gas meter to the premises between October 6, 1993 and May 31, 1994.

5. This meter measured total gas usage for purposes of heat, hot water

and cooking for the entire premises.

6. On May 31,1994,the plaintiff stopped delivering natural gas to the premises and turned off the existing meter as a result of the defendant's failure to pay for the previous deliveries of natural gas to the premises.

7. The plaintiff did not reactivate this meter subsequent to May 31, 1994.

8. On April 24, 1995, the plaintiff removed the gas meter which it had previously inactivated on May 31,1994, from the premises.

9. The plaintiff did not deliver natural gas to any part of the premises between May 31, 1994 and June 15,1994.

10. On June 15,1994, the plaintiff installed a separate gas meter in the basement of the premises for the sole purpose of measuring gas usage by the tenant of the second floor apartment for hot water and cooking.

11. At some unknown date between June 15,1994 and April 21, 1995, the defendant connected piping from a

furnace located in the basement which served the entire premises to the piping suppling natural gas to the second floor apartment.

12. As of June 15, 1994, this one gas meter was measuring natural gas usage for heat, hot water and cooking for the entire premises.

13. The plaintiff continued making deliveries of natural gas to the premises until June 10,1996 when the gas line to the meter was turned off as a result of the defendant's failure to pay for the deliveries between June 15, 1994, and June 10, 1996.

DISCUSSION

Section 1529.1 of the Public Utility code of Pennsylvania title 66, 66 Pa. C.S.A. Sec. 1529.1 (Supp. 1996), provides as follows:

Sec. 1529.1 DUTY OF OWNERS OF RENTAL PROPERTY.

(a) Notice to public utility. It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling

units, not individually metered, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes.

(b) History of account. Upon receit of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

(c) Failure to give notice. Any owner of a residential building or

mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

In order for the defendant to successfully defend against this claim, this court must find that the defendant provided notice to the plaintiff that:

(1) He was the record owner of the premises;

(2) The premises were being used for rental purposes; and

(3) The premises were individually metered.

And assuming that he did, that the tenants of the premises notified the plaintiff that the natural gas delivery account(s) should be listed in their name(s) rather than in the name the defendant.

The evidence establishes that the only "notice" which the deferdant provided to the plaintiff relative to his ownership of the premises was an application for natural gas delivery service which he alledgely filed with the plaintiff

in his own name in 1982 when he purchased the property, although the defendant was unable to find this application in his records. Although this court does not have the benefit of any appellate court decisions setting forth the type of "notice" that is required, our review of the evidence convinces us that this application, if in fact given, would not constitute the type of notice contemplated by the Pennsylvania legislature when it enacted subparagraph (a) of section 1529.1.

Nor does the evidence establish that the defendant ever provided notice to the plaintiff that the premises were being used for rental purposes.

Moreover, it is undisputed that on May 31, 1994, the plaintiff turned off the original meter serving the entire premises, that the plaintiff never reactivated this meter at any time subsequent to May 31, 1994 and that the plaintiff removed it from the premises on April 24, 1995. The evidence likewise establishes that the gas meter which the plaintiff installed on June 15, 1994 was to supply natural gas only

for cooking and hot water to the second floor apartment. Furthermore, as was the issue of notice, this court does not have the benefit of any appellate court decision interpreting the exac meaning of the term "individually metered". Therefore, we conclude that the two (2) apartment units were not at any time individually metered inasmuch as, at all times relevant to these proceedings, there was only one (1) meter servicing the premises by UGU Utilities Inc.

That leaves us with the sole remaining issue of whether there is sufficient credible evidence in the record to establish that any of the tenants of the premises notified the plaintiff that the natural gas delivery accounts should be listed in their name(s) and that they, and not the defendant, should be billed for natural gas deliveries to their individual apartments. For even if the evidence would have established that the defendant provided the required notice to the plaintiff and that the two (2) apart-

ment units were individually metered because the defendant was leasing them out as seperate rental units, it is still incumbent upon the defendant to establish that the tenants assumed his otherwise obligation to pay for the gas service to the premises he owned.

The defendant claims that (5) of his tenants between November 1986 and November 1994 made such a request. However, the defendant himself admitted at trial that he had no personal knowledge as to whether any of the tenants actually made such a request except for Gloria Sanders, who alledgely made her request on February 13, 1994 in his presence. However, the defendant's only other witness, Harry Stouffer , his plumber, admitted on cross examination that Gloria Sanders never received any natural gas from the plaintiff subsequent to that date.

Accordingly, we conclude that there is insufficient evidence in the record to establish that any of the tenants notified the plaintiff that the natural gas delivery accounts should be listed in their name(s) and that they should

be billed for natural gas deliveries to the premises instead of the defendant.

CONCLUSIONS OF LAW

1. The defendant has failed to meet his burden of proving by a preponderance of the credible evidence that he provided notice to the plaintiff of his ownership of the premises.

2. The defendant has failed to meet his burdem of proving by a preponderance of the credible evidence that he provided notice to the plaintiff that the premises were being used for rental purposes.

3. The defendant has failed to meet his burdem of proving by a preponderance of the credible evidence that the two (2) apartment units were individually metered.

4. The defendant has failed to meet his burdem of proving by a preponderance of the credible evidence that one or more of the tenants provided notice to the plaintiff that the natural gas delivery account for the premises should be listed in their name(s) and that they should be billed individually for natural gas deliveries to the premises.

5. Accordingly, the defendant is legally responsible for payment of the natural gas deliveries made to the premises between October 6, 1993 and May 31, 1994, and between June 15, 1994 and June 10, 1996.

VERDICT OF COURT

And now, this 14th day of August, 1996 this court hereby finds in favor of the plaintiff, UGI Utilities, Inc., and against the defendant, Ronald Heckman in the amount of $5,833.79 plus interest from June 13, 1996.

BY THE COURT:

_____

ALBERT A. STALLONE, JUDGE

IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

UGI UTILTIES, INC	: NO. 14 M.D. Allocatur
Respondent	: Docket 1998
v.	: Petition for allowance
RONALD L. HECKMAN	: of appeal from the
Petitioner	: superior court

ORDER

PER CURIAM:

AND NOW, this 20th day of April, 1998 the petition for allowance of appeal is hereby DENIED.

IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT

UGI UTILTIES, INC	: NO. 14 M.D. Allocatur
Respondent	: Docket 1998
v.	: Petition for allowance
RONALD L. HECKMAN	: of appeal from the
Petitioner	: superior court

ORDER

PER CURIAM:

AND NOW, this 5th day of June, 1998 the petition for Reconsideration is hereby DENIED.

J. A32016/97

UGI UTILITIES, INC. : IN THE SUPERIOR COURT
Appellee : OF PENNSYLVANIA
V. :
RONALD L. HECKMAN, : No. 00372
Appellant : Philadelphia 1997

APPLICATION FOR REARGUMENT

OCTOBER 15, 1997 FILED. THIS APPLICATION FOR REARGUMENT IS AUTHORIZED PER RULES OF APPELLATE PROCEDURE RULE 2542 AND 2543 (2)(3).

THE REARGUMENT CONCERNS OVERLOOKED TESTIMONY AND VARIOUS MISAPPREHENTIONS FOUND IN SUPERIOR COURT'S ORDER OF JUDGEMENT AGAINST APPELLANT DATED OCT 2ND, 1997. THE MISAPPREHENTIONS THAT GREATLY AFFECTED THE OUTCOME OF THE CASE.

FIRST OFF SUPERIOR COURT'S ORDER ON PAGE 4 STATES THAT THEY WILL REVERSE THE TRIAL COURT ORDER IF ITS FINDINGS ARE PREDICATED UPON A ERROR OF LAW OR UNSUPPORTED BY COMPETENT EVIDENCE. THE TRIAL COURT FINDINGS WERE BASED ON ERRORS IN INTERPRETATION OF LAW OR FAILURE OF THE TRIAL COURT TO CONSIDER ALL OTHER LAWS OF OTHER SECTIONS OF LAWS WHICH CONFLICT

WITH THE ONLY SECTION OF PUBLIC UTILITY CODE MENTIONED AS IN CONFLICT.

PAGE 4 OF SUPERIOR COURT'S ORDER ALSO STATES THAT IT IS NOT WITHIN THEIR PROVINCE TO FIND FACTS FOR THE TRIAL COURT YET SUPERIOR COURT LISTED THREE SECTIONS FROM THE TRANSCRIBED RECORD THAT WERE NEVER MADE FACTS OR MENTIONED BY EITHER THE TRIAL COURT, APPELLANT, OR APPELLEE. AND THESE SECTIONS LED TO MISAPPREHENTIONS LEADING TO A WRONGFUL JUDGEMENT AGAINST APPELLANT.

PAGE 6 OF SUPERIOR COURT'S ORDER INCORRECTLY STATES THAT APPELLANT TESTIFIED THAT THE ONLY NOTICE HE PROVIDED TO APPELLEE WAS THE INITIAL APPLICATION FOR DELIVERY WHICH HE FILED IN 1982. THIS SAME PAGE ALSO STATES THAT APPELLANT NEVER TESTIFIED THAT HE PROVIDED NOTICE THAT THE BUILDING WAS TO BE USED FOR RENTAL PURPOSES.

Neither of these statements are true. Appellant testified that the only written notice he gave appellee of his ownership plus fact

that the premises were rental units was in this 1982 filing. He also testified that written notice was given appellee thru court papers in a 1987 lawsuit filed by appellee against appellant concerning payment responsibility of gas services to appellants same premises.

Not to belabor the writings appellant asks that pages 14,15,16 of his brief be read in it's entirely including the pages of transcription all specified in these same pages of the brief and appellant wonders how anyone can claim appellee never had notice that appellant owned the premises and that it was rental units.

MORE SPECIFICALLY IMMEDIATELY THE PARTS OF THE RECORD THAT REVEALS APPELLANT'S TESTIMONY IS AS FOLLOWS:

THE COURT: Well, the only thing is saying is that you never gave UGI notice either of the ownership of the premises--did you ever give them notice that you owned it?

MR. HECKMAN: Yes.

THE COURT: Okay, And did you ever give them notice that you were

using it as a residential--as rental purposes?

MR. HECKMAN: Yes.

QUESTION BY SWAVELTY: Other than the alledged application, did you provide any other written notice that you were the owner of the property? Did you ever provide that written notice to UGI?

HECKMAN ANSWER: They --they knew or received written notice from me in previous court actions in '86, '87 and which got tried in '88 as part of these documents.

HECKMAN QUESTION TO WITNESS STOUFFER: Were you ever with me at UGI when I gave notice about my ownership of the property?

WITNESS ANSWER: Yes, I was.

HECKMAN QUESTIONS TO WITNESS STOUFFER WITH ANSWERS:

Q. And would that be on one occasion or on more than one occassion?

A. More than one occassion.

Q. And would that have been always at UGI or at the premises too?

A. At UGI.

Q. Were they ever informed that

the premises were rental units?

A. Yes.

Q. Were you there when I informed them that they were rental units?

A. Yes, I was.

HECKMAN QUESTIONS TO APPELLEE'S WITNESS REESER:

Q. Do you recall a previous lawsuit by UGI versus me?

A. Yes.

Q. And were you there?

A. Yes.

Q. And did you know that I was a landlord at that time?

A. I remember that you were a landlord, yes.

Q. Okay. So if you knew that I was a landlord and you even sued me, wouldn't that constitute that obviously you had notice at some time?

A. At that time, yes, I was aware the defendant was a landlord.

BASED ON THESE MISAPPREHENTIONS AND THE CONTENTS OF APPELLANT'S BRIEF THE CONCLUSION OF THE COURT SHOULD BE THAT APPELLANT DID GIVE NOTICE TO APPELLEE THAT HE OWNED THE PREMISES

AND THAT THE PREMISES WERE RENTAL UNITS. THE TRIAL COURT MADE A ERROR IN LAW BY INSISTING THAT THE ONLY ACCEPTABLE NOTICE WOULD BE ONE IN WRITING AND THE MANY VERBAL NOTICES PLUS THE FACT THAT APPELLEE ALWAYS KNEW APPELLANT OWNED THE PREMISES AND THAT THE PREMISES WAS RENTAL UNITS PLUS MANY DOCUMENTS SUBMITTED TO THE COURT BY APPELLEE DID COMPLY WITH NOTICE REQUIREMENT. THE WORD IN WRITING DOES NOT EXIST IN SECTION 1529.1 OF THE PUBLIC UTILITY CODE.

PAGE 6 OF SUPERIOR COURT'S ORDER INCORRECTLY STATES THAT FRANK HERNANDEZ, THE EMPLOYEE OF UGI WHO WAS DIRECTED TO INSTALL THE METER TESTIFIED THAT THE PROPERTY WAS NOT INDIVIDUALLY METERED.

Pages 17 and 18 of appellant's brief goes into great detail of the facts that led to the statement in superior court's order that makes it seem like Hernandez testified that the premises was not individually metered. Page 19 apply also.

Frank Hernandez testified the

following:

Q. Were your orders from the gas company that if the gas lines were not split,you were not to set a meter?

A. That's correct. Yes.

Q. Those were your orders?

A. That's correct.

THE COURT: Now, did you comply with those orders?

WITNESS HERNANDEZ: Yes I did your honor. The fuel lines were split.

THE COURT: What does that mean, fuel lines were split?

WITNESS HERNANDEZ: Okay, fuel lines being splilt means that there's a line at one time that supplied gas to the entire building, and the fuel line from the first floor was disconnected.

THE COURT: You have got to tell me what you mean by a split meter.

WITTNESS HERNANDEZ: A split fuel line means there's basically two fuel lines there.

Q. All right. So that means two services, right?

HERNANDEZ ANSWER: Okay.

Q. Does that meanl that the meter

you have put in would only have gone to the second floor's hot water heater and range?

HERNANDEZ ANSWER: That's correct.

Q. And the first floor apartment at the time had no gas service?

HERNANDEZ ANSWER: That's correct.

Mr. Hernandez was then asked by appellant why the appellee would state the services were not split and thus not considered individually metered and after lots of questions he revealed the fact that some other employee told the appellee that the hot water heater supplied the whold building. This other employee was never named, never testified and no proof was ever given by appellee that such a situation was even possible. It was the situation that if and only if one hot water heater supplied hot water to the entire building that he would agree that the premises was not individually metered which led to the statement in superior's court's order that made superior court believe he testified that the premises was not individually metered when in fact he was merely answering unproven allegations and

speculation, not proven facts.

Q. How did you make the decision that it was okay to set a meter when your orders were not to set a meter unless it was individually metered?

HERNANDEZ ANSWER: Gas was being supplied to the second floor range which also had the hot water heater on it.

Q. And at that time it was your opinion that it met qualifications?

HERNANDEZ ANSWER: That's correct.

Q. Did you ever go back to the property and recheck it or anything?

HERNANDEZ ANSWER: No, I did not.

Q. Do you know who might have been there August 20? According to the findings of fact No. 45. It states here that on August 30, one of UGI servicemen inspected gas lines. Was that you?

HERNANDEZ ANSWER: No.

Q. Is there another meter installer here? Is that other serviceman here that you made reference to?

THE COURT: He's asking whether the man in no. 45, the serviceman who

inspected the gas line on August the 30th, 1994, is he in court?

MY SWAVELY (counsel for appellee) NO, your honor.

THE APELLANT'S WITNESS STOUFFER THEN ANSWERED MANY MANY QUESTIONS ON WHY THE PREMISES WAS INDIVIDUALLY METERED AND TRANSCRIPT C Pages 58 through 65 proves the premises was individually metered and disproves the appellee's claim that it was not. The testimony by appellant's witness Stouffer also explains how it was impossible for one hot water heater to service both rental units because of seperate water lines. The appellee never showed proof that one hot water heater can service two rental units without hot water lines going to each unit from the hot water heater. And this is because it is not possible and such a situation did not exist.

Q. 153 Walnut Street, was it ever individually metered?

STOUFFER ANSWER: Yes.

Q. How many meters were there?

STOUFFER ANSWER: Two.

Q. How many seperate services were there?

STOUFFER ANSWER: Two

Q. How many gas hot water heaters are there@?

STOUFFER ANSWER: two

Q. When you seperated the lines did you make it so that only the second floor would have gas for one of the hot water heaters and their own range?

STOUFFER ANSWER: Everything was seperate. They all went independently of each other.

Q. Would it have been possible for one hot water heater to supply hot water to the entire premises?

A. STOUFFER ANSWER: No

Q. And why would that be?

STOUFFER ANSWER: Because I also severed the water lines.

SWAVELY (appellee counsel) QUESTION TO STOUFFER:

Q. Could somebody in that second floor apartment have determined whether or not the first floor tenant was getting hot water?

A. Yes.

Q. And how is that?

A. They could have went down and turned

on the hot water on the first floor and found out.

PAGE 7 of Superior's court order states that the first floor tenant had no gas and because of this it proves that since the second floor tenant had gas thru the second floor tenant's own individual meter and the first floor tenant had no gas because their line was blocked, disconnected, not operable unless the tenant followed through with gas service application and eventual gas service through the second meter which remained in the property but turned off, locked, and sealed by appellee there can be no dispute of the fact that the premises was individually metered.

This is what individually metered means: a tenant has it's own meter serving only its own equipment and no one else in the building getting gas service from this person's meter.

The appellee did not prove that anyone other than the second floor tenant who thru application to the gas company received verbal in person notice from appellant he owned the premises, the premises was rental units

the premises was seperately metered and that the two tenants were responsible for payment of their own gas usage and if the tenants wish to have gas service must make application to the gas company direct and that appellant is not liable for payment not responsibility of payment of gas services undisputely used by another and contracted by another.

PAGE 6 of superior court's order state that appellant testified that he had no personal knowledge of any applicants applying for gas service and showing appellee a copy of their lease. The fact is the court would only accept personal knowledge as meaning applicant at gas company with each and every tenant at each and every application made and each and every payment made instead of accepting applicant's testimony of knowledge through knowledge and through exhibits entered into the court by appellee and through appellee's own direct testimony that there were applicants that applied for gas service in their own names. No mention of the fact that the property owner must be with tenants when tenants apply for gas service

in their own names. No mention of the fact that the property owner must be with tenants when tenants apply for gas service appear in section 1529.1 of the public utility code.

PAGES 20,21 and 22 of appellant's brief clearly shows proof that there were tenants of appellant's building that applied for gas for gas service in their own name and showed copy of their lease and the appellee's witness testified this to be true plus many exhibits of written documentation submitted by appellee prove it true.

QUESTION TO REESER: According to this letter that you emphasize the fact that on June 3rd, an Elizabeth leyro requested a gas meter be set at the premises and that an account be established in her name and for her to be billed for the gas used. Do you recall that application?

A. Yes, sir.

Q. And would she have shown you a copy of her lease?

A. Yes.

Q. All right, we'll go back to NO. 53. It says during the period of October 6, 1993 to the present, none of the defen-

dant's tenants requested or agreed to pay. Wasn't there a tenant by the name of Domingo Valez in the premises on the first floor since November the 10th, 1988?

A. There has been a tenant, a ratepayer account in that name. For what time period, I Could not tell you that.

Q. All right. Well in the whole packet of exhibits that had been presented, there was a description being since November the 10th, 1988, and that tenant was still there in October of 1993?

A. That's correct.

Q. Did they request to have the bill taken out of their name?

A. No.

QUESTION BY COURT TO HECKMAN: But then the evidence becomes what evidence do you have that a tenant, assuming it was seperately metered, notified UGI and said "I will assume the sole responsibility for the payment of this bill? What evidence is there of that?

APPELLANT ANSWER: It's in their

exhibits. They have -

THE COURT: Where?

APPELLANT ANSWER: They have it distinctly in the exhibits that the person came and filed application.

THE COURT: Give it to me Show it to me. Do you know what he's referring to, Mr. Swavely?

MR. SWAVELY: I think at one point, there was one application by one prospective tenant.

THE COURT: Well, let's say that there is.

WITH ALL THESE POINTS AND PROVEN TESTIMONY IN FAVOR OF THE APPELLANT SUPERIOR COURT MUST REVERSE THE TRIAL COURT BECAUSE THE FINDINGS OF THE TRIAL COURT ARE NOT SUPPORTED BY COMPETENT EVIDENCE AND BECAUSE THE TRIAL COURT MADE FINDINGS UPON ERROR OF LAW.

Trial court insisted written notice was the only acceptable notice appellant had to prove yet the word written does not appear in 1529.1 of Public Utility Code so the fact the appellee knew appellant owned the premises and that the premises was rental units is enough to be considered proper notice. Appellant also verbally told appellee appellant

was the owner of the premises and that it was rental units many many times.

Trial court insisted that appellee can claim the premises was not individually metered without competent evidence by appellee that proves otherwise. Appellee never proved another apartment or other gas equipment received gas services from the new meter installation. Appellant proved it was individually metered because only the second floor unit had gas and the first floor did not. The statement made by appellee that the one gas hot water heater turned on supplied the whole building was proved false be appellant due to seperate hot water lines and lack of anyone from appellee showing proof it possible or actually happened.

Trial court insisted that appellant had to be with tenants when they applied for gas service or made payments. No such order exists in 1529.1 of Public Utility Code. Trial Court refused to accept testimony of appellant, testimony of appellant witnesses, testimony of appellee witness, and written documents submitted by appellee to the courts which all conclus-

ively prove there were tenants who applied for gas service in their name and asked to be billed for gas services and who showed appellee a copy of their leases.

PAGE 7 OF SUPERIOR COURT'S ORDER STATES THAT APPELLANT CLAIMS THE TRIAL COURT DECISION TO BE UNCONSTITUTIONAL.

This is not true at all. Appellant wrote in his brief on pages 23, 25, 28 that the constitution of the united states, Pennsylvania and Public Utility Code law all say it is unconstitutional for the legislature to pass laws which forces contracts upon individuals, interfers with existing contracts, abridges or alters existing rights or action or remedies in equity or under common or statutory law of the commonwealth.

ACT 54 was the legislative act which created section 1529.1 of Public Utility Code. Appellant had contracts with tenants and tenants had individual contracts with appellee before passage of his act and this makes any changes unconstitutional and unenforceable.

Public Utility Code also assures

the continued validity of previous actions granting rights to persons which were in effect when the act was passed. This means the Berks County court orders that relieved appellant of responsibility of gas services payment and placed payment of all gas services upon the tenants a right to continual validity.

Also breach of contract is impossible without a contract and no proof was ever submitted by appellee that appellee ever had a contract with appellant for gas services during the time periods mentioned.

Also Public Utility Code Law contains many many provisions and sections that contradicts section 1529.1 enforcement and makes 1529.1 unenforceable in regards to appellant's situation.

ACT 54 which led to section 1529.1 of Public Utility Code Law is silent about the relationship of various existing laws and conflicts of interests which mean the other laws take precedent and section 1529.1 becomes unenforceable.

Also Pennsylvania Landlord teanant laws make leases and agreements between landlord and tenant binding and not

subject to inTerference or change at will or by either party or by legislative action. So enforcement of section 1529.1 which was the result of legislative act 54 in 1993 became unenforceable in regards to appellant's situation.

Section 1529.1 of public utility code is not intended to be totally declared unconstitutional and thus unenforceable by virtue of appellant's arguments. His argument is that in his case and his case only section 1529.1 of public utility code is not enforceable against him. Especially in light of the fact he feels he met compliance of this section of utility code law as it is written and as it's intended to be.

IN CONCLUSION WHEN ONE READS APPELLANT'S BRIEF PRESENTED TO SUPERIOR COURT PRIOR TO SUPERIOR COURT'S ORDER DATED OCTOBER 2, 1997 AND THE FOUR TRANSCRIPTIONS OF RECORD PLUS THE SUPPLEMENTAL RECORDS THERE IS NO DOUBT THAT APPELLANT PRESENTED COMPETENT WORTHY ARGUMENT OF TREMENDOUS MERIT THAT SHOULD ENTITLE HIM RELIEF FROM THE JUDGEMENT ENTERED IN FAVOR OF APPELLEE.

APPELLANT APOLOGIZES IF HIS BRIEFS APPEAR TO BE UNDERDEVELOPED OR SOMETIMES DISJOINTED BUT THE INFORMATION AND CONTENTS ARE PRECIICE, LOADED WITH REFERENCES TO WHERE TESTIMONY AND STATEMENTS CAN BE FOUND IN THE TRANSCRIPTS AND SHOULD BE ENOUGH FOR SUPERIOR COURT TO REVERSE COURT JUDGEMEMNT AGAINST APPELLANT.

Respectfully submitted by:

_____

RONALD HECKMAN
APPELLANT